

FORM PTO-1595 (Rev. 07-04)  
OMB NO.0651-0011

U.S DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET  
PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached or the new address(es) below.

1. Name of conveying party(ies):  
  
Daniel E. Regan  
  
Execution Date: April 6, 2003  
Additional name(s) of conveying party(ies) attached?  
 Yes  No

2. Name and address of receiving party(ies)  
  
Name: BABCOCK & WILCOX CANADA, LTD.  
Internal Address: \_\_\_\_\_  
  
Street Address: 581 Coronation Blvd.  
  
City: Cambridge State: Ontario ZIP: N1R 5V3  
Canada  
  
Additional name(s) & address(es) attached?  
 Yes  No

3. Nature of conveyance:  
  
 Assignment  Merger  
  
 Security Agreement  Change of Name  
  
Other \_\_\_\_\_

4. Application number(s) or patent number(s):  
  
A. Patent Application No.(s)  
Serial No. 10/830,123  
Case No. 7082

This document is being filed together with a new application.  
  
B. Patent No.(s)  
  
Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:  
  
Eric Marich  
The Babcock & Wilcox Company  
Patent Department  
20 S. Van Buren Avenue  
Barberton, Ohio 44203

6. Total number of applications and patents involved: 1  
  
7. Total fee (37CFR 3.41) \$ 40.00  
  
 Enclosed  
  
 Authorized to be charged to deposit account  
  
8. Deposit account number:  
50-1813  
(Attach duplicate copy of this page if paying by deposit account)

9. Statement and signature.  
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.  
  
Eric Marich, Reg. No. 32,265  
Name of Person Signing Eric Marich Signature 14 July 2004 Date

Total number of pages including cover sheet, attachments, and document: 4

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patents & Trademarks, Box Assignments  
Washington, D.C. 20231

CH \$40.00 501813 10830123

**ASSIGNMENT TO BABCOCK & WILCOX CANADA LTD.****CASE 7082**

THIS ASSIGNMENT made the 6 day of April, 2004, by Daniel E. Regan, residing at 47 Country Lake Drive, Lake Echo, Nova Scotia, Canada B3E 1E4, a citizens of Canada;

WITNESSETH: That

WHEREAS, I am the sole inventor of a certain new and useful improvement and invention in  
**TUBE EXTRACTING DEVICE**

for which I have prepared and executed an application for Letters Patent of the United States on the 6<sup>th</sup> day of April, 2004; and

WHEREAS, BABCOCK & WILCOX CANADA LTD., a Corporation amalgamated pursuant to the laws of the Province of Ontario, Canada and having its principal office at New Orleans, Louisiana, U.S.A., is desirous of acquiring the entire right, title, and interest in and to said improvement and invention, and any and all Letters Patent which shall be granted therefor;

NOW, THEREFORE, To All Whom It May Concern, be it known that for and in consideration of the sum of One Dollar (\$1.00) to me in hand paid, and other good and valuable considerations, the receipt of which is hereby acknowledged, I, Daniel E. Regan have sold, assigned, transferred and set over, and by these presents do sell, assign, transfer and set over, unto said BABCOCK & WILCOX CANADA LTD., its successors and assigns, the entire right, title, and interest in and to the above-mentioned improvement, invention, and application for Letters Patent therefor, and in and to any and all Letters Patent of the United States which may be hereinafter be granted therefor, and in and to any and all extensions, divisions, or reissues of said Letters Patent, the same to be held and enjoyed by said BABCOCK & WILCOX CANADA LTD., for its own use and behoof, and the use and behoof of its successors and assigns, to the full end of the term for which said Letters Patent may be granted, as fully and entirely as the same would have been held and enjoyed by me had this assignment and sale not been made;

AND, for the consideration aforesaid, I hereby covenant and agree with said BABCOCK & WILCOX CANADA LTD., its successors and assigns, that at the time of the execution and delivery of these presents, I am the sole and lawful owner of the entire right, title, and interest in and to the above-mentioned improvement, invention, application, and Letters Patent above mentioned, and that the same are unencumbered, and that I have good right and lawful authority to sell and convey the same in the manner herein set forth;

AND, for the consideration aforesaid, I hereby covenant and agree with said BABCOCK & WILCOX CANADA LTD., its successors and assigns, that I will, whenever its counsel or the counsel

**ASSIGNMENT TO BABCOCK & WILCOX CANADA LTD.****CASE 7082**

of its successors or assigns, learned in the law, shall advise that an amendment or division or any other proceeding in connection with said application, including interference proceedings, is lawful and desirable or that a reissue or extension of said Letters Patent is lawful and desirable, sign all papers and drawings, take all rightful oaths, and do all acts necessary or required to be done for the procurement of valid Letters Patent for said improvement and invention, or for the reissue or extension of same, without charge to said BABCOCK & WILCOX CANADA LTD., or its successors or assigns, but at its or their expense.


I hereby request the Honorable Commissioner of Patents and Trademarks of the United States to issue the Letters Patent in accordance with this instrument.

AND, for the consideration aforesaid, I have sold, assigned, transferred and set over, and by these presents do sell, assign, transfer and set over, unto said BABCOCK & WILCOX CANADA LTD., its successors, assigns, or nominees, the entire right, title, and interest in and to any and all Letters Patent or other form of protection which may be granted in countries foreign to the United States, and in and to any and all applications for Letters Patent or other form of protection which may be filed for said improvement and invention in countries foreign to the United States, and in and to the invention described in said applications; and I hereby authorize and empower said BABCOCK & WILCOX CANADA LTD., its successors, assigns, or nominees, to apply for Letters Patent, or other form of protection, on said improvement and invention, in its own name or in the name of its successors, assigns, or nominees, in any and all countries where it may desire to file such applications and where such applications may be filed by another other than the inventors; and I hereby covenant and agree to sign all papers and drawings, take all rightful oaths, and do all acts necessary or required to be done for the procurement of valid Letters Patent, or other form of protection, for said improvement and invention in countries foreign to the United States, and for further investing or confirming the right and title thereto in said BABCOCK & WILCOX CANADA LTD., its successors, assigns, or nominees, without charge to said BABCOCK & WILCOX CANADA LTD., its successors, assigns, or nominees, but at its or their expense.

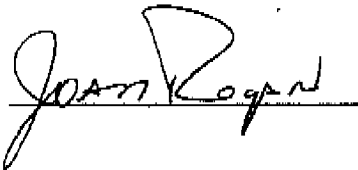
**ASSIGNMENT TO BABCOCK & WILCOX CANADA LTD.**

**CASE 7082**

IN WITNESS WHEREOF, I have hereunto set my hand and seal on the day and year first above written.

  
Daniel E. Regan

WITNESSES:



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On this, the 6<sup>th</sup> day of April, 2004, before me personally, Daniel E. Regan to me known and known to me to be the person described in and who executed the foregoing instrument; and he acknowledged to me that he executed the same for the purpose therein stated.

SWORN BEFORE ME in the)  
*Halifax Regional Municipality* )  
*City of Cambridge* in the )  
*Nova Scotia* )  
Province of ~~Ontario~~, this) )  
6<sup>th</sup> day of April, 2004. )



A Notary Public in and  
for the Province of ~~Ontario~~  
*Nova Scotia*

(LS)

**MICHAEL SIMMS**  
A Notary Public in and for the  
Province of Nova Scotia